

CONTRACT FOR BIOSOLIDS DISPOSAL SERVICE

THE PARTIES TO THIS Contract are the City of Daytona Beach, a Florida municipal corporation ("City") and Merrell Bros., Inc., a Foreign Profit Corporation ("Contractor").

In consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Scope of Services. Contractor will provide biosolids disposal service to the City as further described in ITB 20281 attached hereto and incorporated herein by reference.

Section 2. Effective Date and Term. The Effective Date of this Contract is 5/3/2020 or the date on which the last party signs it, whichever is later. The Term of this Contract is 3 years, commencing on the Effective Date. The City will have the option to renew this Contract for 1 additional term of 2 years at the unit price for renewal stated on the bid schedule.

If this Contract specifically provides that some or all of Contractor's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Contractor's material breach after notifying Contractor to suspend such services.

Section 3. Incorporation of ITB and Submittal. The City's Invitation to Bid (ITB) 20281, and the Contractor's responsive Proposal are incorporated herein by reference as Composite Exhibit C. Composite Exhibit C is not attached but will remain on file with the City's Purchasing Agent and will be available upon request made to the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern.

Section 4. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the City:

Attn: Shannon Ponitz
Utilities Director
The City of Daytona Beach
125 Basin Street, Suite 204
Daytona Beach, FL 32114
Fax: 386.671.8805

To Contractor:

Attn: Dustin Smith
C.B.D.O.
Contractor: Merrell Bros. Inc.,
Address: 8867 West 500 North
City/ST/Zip: Kokomo, IN 46901
Fax: 574.699.7478

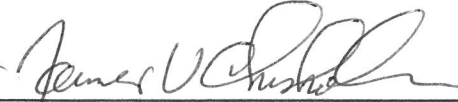
provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.


Section 5. Authority to Bind Contractor. The undersigned representative of Contractor represents and warrants the he or she is fully authorized to bind Contractor to the terms and conditions of this Contract.

Section 6. Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

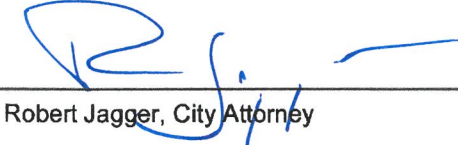
IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

City

By: 
James V. Chisholm, City manager
Date: 3-31-20

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

By: 
Robert Jagger, City Attorney

Contractor MERRELL BROS., INC.


By: 
Printed Name: DUSTIN SMITH
Title: CHIEF BUSINESS DEVELOPMENT OFFICER
Date: 02.11.2020



EXHIBIT A: Scope

F. Bid Specifications

The Contractor will be required to transport all dewatered residuals from the CODB Westside Regional Wastewater Treatment Facilities to a residuals stabilization facility where stabilization to Class AA or A standards will be achieved. Final disposition of the stabilized residuals will be the responsibility of the Contractor.

The Contractor will own or be the sole lessee of the transportation equipment (trucks, trailers, trailer tarps, etc) utilized in the performance of this Contract. The equipment will have the company name prominently displayed.

The Contractor will be required to transport all residuals from the facility as scheduled by the Plant Superintendent, Chief Plant Operator, or his/her designee. The Contractor will notify the Plant Superintendent or Chief Plant Operator immediately whenever unforeseen situations occur that may interfere with the scheduled transport. The Contractor agrees that biosolids disposal operation will not be halted due to transportation problems. Trip/disposal tickets on a form acceptable to the City and FDEP will establish a chain of custody from the City to the Contractor and quantities delivered. Such tickets will reflect each load transported and will match each load referenced in invoices submitted by the Contractor to the City for payment. These tickets will indicate the date, tonnage of biosolids hauled, driver and ultimate disposal site for each truckload of residuals. In addition, a monthly summary of trip tickets will be submitted to the City. Transporting equipment will be readily movable by the City's personnel to facilitate loading.

The Contractor will obtain all necessary permits for transport and disposal of the residuals produced. The Contractor will comply with all regulations pertaining to the transport and disposal of the residuals. The Contractor will be responsible for all costs related to resolving punitive actions, clean up and fines resulting from any unauthorized disposal activities performed by any employees.

The Contractor will schedule a visit to the site of the proposed work with the Plant Superintendent or Chief Plant Operator and fully acquaint themselves with the facilities and conditions so that the scope of the work with respect to difficulties and restrictions attending the execution of work under the Contract is fully understood. Contractor will thoroughly examine and be familiar with the specifications as contained herein.

G. Contractor Qualifications

Contractor must submit documentation of process review and acceptance by regulatory agencies assuring their ability to provide Class AA or A treatment of municipal wastewater biosolids utilizing a process approved in accordance with U.S. Environmental Protection Agency's biosolids regulation, 40 CFR Part 503 and Chapter 62-640 of the Florida Administrative Code and any other regulations regarding disposal of wastewater biosolids.

Considerations will include, but not be limited to previous project history, product support services, recommendations, product registrations, product storage capabilities, and demonstrated public acceptability.

H. Contractor Responsibilities

The Contractor will be responsible to receive 12% to 16% of solids content dewatered biosolids cake at an estimated average rate of 460 wet tons per week, and provide all process related expenses including labor, consumables, transportation, testing and equipment required to receive and treat the biosolids cake to Class AA or A levels in accordance with the process description submitted in this document.

Contractor is to clearly identify the process to be used for stabilization prior to beginning work, as well as where processing and ultimate disposal will take place. Any changes or modifications in disposal site or treatment process must be accepted by the City.

The Contractor will collect all samples and cover all costs for analysis to assure and document initial project performance requirements and ongoing compliance with Federal & State Regulatory testing requirements. The Contractor will be responsible for the establishment and documentation of a QA/QC program.

The Contractor will utilize the City owned scales at the Daytona Beach LPGA facility for all biosolids leaving that facility to record the quantity of biosolids transported from that facility. This weight ticket will be used for invoicing. Cost for calibration, repairs, etc., on the scales at the LPGA facility will be the responsibility of City of Daytona Beach; except, for repairs, where the costs of such repairs are due to the Contractor's material breach of Contract or negligence.

The successful Contractor will be responsible for all costs related for the processing of biosolids cake to Class AA or A standards and management of the end-product in accordance with all existing applicable regulations and in compliance with this Scope of Work.

Any spillage, accidental or otherwise, which occurs on or off a City site, will be completely removed and sanitized by the Contractor. In addition, the Contractor will bear the responsibility of reporting the spillage to the proper agencies and City in a timely manner.

The City of Daytona Beach wastewater facility is currently operating under regulations issued by Federal and State regulatory agencies. The Contractor will abide by any order, regulation, permit, license, restriction, injunction, moratorium, or denial of permission to operate the facilities which may be imposed or issued by any agency having jurisdiction. The Contractor will cooperate with the City during any test, experiment, construction, maintenance, or any other operation, which may affect the production of residuals.

The Contractor will be responsible for obtaining the site for final disposal if needed for residuals, obtaining all necessary approvals and/or permits required, and meeting all Federal, State and local rules and policies pertaining to such and the subject matter of this Agreement. If new regulations neither proposed nor in effect at the time of the Bid due date are enacted which cause substantial economic impact to the Contractor, the Cities will negotiate with the Contractor to reach a mutually satisfactory resolution to the processing cost differential.

I. Include in Bid Opening Submittal

Bidders will furnish the following documentation with the Bid submittal to determine their ability to fulfill the requirements of the Contract.

- (1) Contractor will provide documentation and references demonstrating that they have been providing the service in this scope of work for no less than three (3) years in the State of Florida. Contractors will provide a minimum of two references of municipal entities in which they have been under Contract for no less than two (2) years
- (2) Contractor must submit detailed listings of all required process related equipment (mobile and fixed) necessary for support of compliant operation of residuals management facility.
- (3) Contractor must submit a complete and detailed Facilities Operating Plan. The plan should identify (as a minimum) hours of operation, staffing levels per shift, method of receiving and processing the biosolids cake, equipment involved, truck schedules into and out of the facility, operation of odor control equipment, product storage, distribution and application, typical process data logs to be maintained, QA/QC program for process and product testing.

- (4) Contractor will supply the addressees of FDEP permitted disposal site(s) and the name, address, and telephone numbers of the Owners. Also, Contractor will supply copies of permits from all regulatory agencies granting rights to operate the disposal site(s).

J. Beginning Starts Date

It is anticipated that the successful Contractor will begin at the end of the current Contract which is May 3, 2020, or the month after Commission approves this Contract and all applicable licenses and permits are in place, whichever is later.

K. Historical Biosolids Volumes

Annual average biosolids volumes (wet tons per day) are 57.

EXHIBIT B: Fee Schedule

Biosolids Disposal as described in ITB 20281 (first 3 years)	\$45.98 / wet ton
Biosolids Disposal as described in ITB 20281 (2 year renewal option)	\$46.97 / wet ton

Composite Exhibit C is not attached. It will be kept on file with the Purchasing Agent, and will be made available upon request made to the City Clerk